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10 CHARLES O. BRADLEY TRUST,
10 LINDA L. BRADLEY TRUST,
11 KEN & SHARON BURGE TRUST,
11 BRAD MARTIN BURGE,
12 SCOTT & NOA L. DYKSTRA,
12 RONALD C. HALL, RENTAL
13 CENTER PROPERTIES, a California Partnership,
13

14 UNITED STATES DISTRICT COURT
15 NORTHERN DISTRICT OF CALIFORNIA
16

17 CHARLES O. BRADLEY TRUST, et al,) Case No.: C 04 2239 JSW (EMC)
18 Plaintiffs,)
19 vs.) STIPULATION FOR DISMISSAL
20 ZENITH CAPITAL LLC; et al,) AND
21 Defendants.) [PROPOSED] ORDER OF DISMISSAL
22

23 All parties to this action stipulate to the entry of an order of dismissal as follows:

24 1. This Stipulation for Dismissal is made and entered into between and among plaintiffs
25 CHARLES O. BRADLEY TRUST, LINDA L. BRADLEY TRUST, KENNETH M. &
26 SHARON L. BURGE TRUST, BRADLEY MARTIN BURGE, SCOTT & NOA L. DYKSTRA,
27 RONALD C. HALL and RENTAL CENTER PROPERTIES, A CALIFORNIA PARTNERSHIP
28 ("Plaintiffs"), for themselves and for each of their agents, representatives, successors, assigns,

1 heirs and employees; and defendants ZENITH CAPITAL LLC; TASKER COOPER
2 SMITH/ZENITH GROUP LLC; RICK LANE TASKER, (aka Rick Tasker); MARTEL JED
3 COOPER (aka Jed Cooper); M. GREGORY SMITH (aka Greg Smith and Michael Gregory
4 Smith) individually and doing business as CSA CONSULTING; JUDY C. SMITH (aka Judy
5 Chiao Smith aka Judy Smith) individually and doing business as CSA CONSULTING; CHIAO
6 SMITH & ASSOCIATES ACCOUNTANCY CORPORATION, a California Corporation, for
7 himself and for each of his agents, representatives, successors, assigns and heirs (collectively
8 "PARTIES"), as of this 20th day of October, 2008.

9 2. The PARTIES have executed concurrently herewith a complete and final compromise
10 and settlement and a mutual release of all claims between the PARTIES arising from the
11 disagreements, controversies, and allegations contained in, related to, or which may arise out of
12 this action ("AGREEMENT").

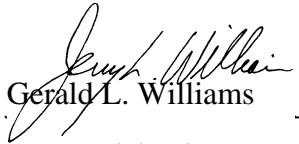
13 3. This stipulation is made pursuant to and is a part of the AGREEMENT. The
14 AGREEMENT is incorporated herein as a part of this Stipulation.

15 4. The Court shall retain jurisdiction for the purpose of enforcement of the
16 AGREEMENT and this Stipulation.

17 5. A dismissal with prejudice of this action may be entered by the Court.

18 Dated: October 29, 2008

JOHNSON & MISKEL


Gerald L. Williams

Attorneys for Plaintiffs

22 Dated: October 24, 2008

BACALSKI OTTOSON & DUBÉ LLP


A. Daniel Bacalski, Jr.

25 Attorneys for Defendants Zenith Capital LLC,
26 Tasker Cooper Smith, Zenith Group, LLC; Rick
27 Tasker, Jed Cooper, Gregg Smith individually and
28 dba CSA Consulting,

1 Dated: October 24 2008

2 WILD, CAREY & FIFE

3 

4 Donald R. Wild
5 Attorneys for Defendants Judy Chiao Smith
6 individually and dba CSA Consulting, Chiao Smith
7 & Associates Accountancy Corporation

8 IT IS SO ORDERED

9 DATED: October 30, 2008

10 
11 UNITED STATES DISTRICT JUDGE